

Consumer Consent Standards



I. EXECUTIVE SUMMARY

Consumer Consent members agree to comply with these Standards.

II. PREAMBLE

- A. Consumer Consent adopts these Standards to make clear its dedication to compliance with applicable laws, protection of Consumer Data and the prevention of deceptive business practices.
- B. These Standards provide principles that Inquiry Buyers and Sellers should adhere to in their marketing to Consumers and in their handling of Consumer Data. Capitalized terms not otherwise defined are set forth in **Appendix A**.
- C. Adherence to these Standards is a condition for being a LeadsCouncil member and displaying the LeadsCouncil logo. LeadsCouncil reserves the right to validate member compliance.

III. RESPONSIBLE CONTRACTING PRACTICES

- D. Inquiry Buyers and Sellers shall use commercially reasonable efforts to incorporate these Standards into Contracts with one another. Including the items set forth in **Appendix B**.

IV. RESPONSIBLE MARKETING PRACTICES

Inquiry Buyers shall use commercially reasonable efforts to:

- E.** Provide to Inquiry Sellers (subject to the confidentiality terms of the applicable Contract) conversion and other data to enable the Inquiry Seller to perform quality analytics by source, including with respect to compliance with these Standards;
- F.** Employ, or cause their Inquiry Sellers to employ, technology and business processes that monitors traffic sources for compliance with these Standards; and
- G.** Ensure Consumers are not contacted unless they have given the proper consent to be contacted, and take precaution to avoid contacting Consumers who have previously requested they not be contacted.
- H.** Ensure consumers who express a desire to not be contacting or removed from a campaign are done so in a timely manner.

Inquiry Sellers shall use commercially reasonable efforts to:

- I.** Preclude resale or transfer of Consumer Data by Inquiry Buyers if appropriate Consumer consent is not obtained.
- J.** Monitor their traffic sources for compliance with these Standards.

Inquiry Buyers and Sellers shall:

- K.** Not conduct campaigns or other marketing efforts in a manner that is misleading or contrary to law.
- L.** Not make any misleading, unfair, false, or deceptive claim or employ any misleading, unfair, false or deceptive solicitation strategy.
- M.** Employ Landing Pages that provide a clear point of contact identifying the owner of the Landing Page.
- N.** Not inaccurately state or inappropriately imply an endorsement, approval or affiliation of a program, product, or service by any governmental entity.
- O.** Not offer or use intentionally deceptive incentives (including but not limited to earning rewards points, coupons, promotional contests, money, gift cards, or free items), to encourage Consumers to submit Consumer Data as a result of such deceptive incentive marketing unless agreed upon and disclosed to the Buyer.
- P.** Not use any intrusive spyware, viruses, worms, spybots, keyloggers, or any other form of malware to gather Consumer Data in an intentionally deceptive or malicious manner.

V. REPORTING

Inquiry Sellers shall maintain with their sources of Consumer Data, procedures and technology designed to:

- P.** Identify instances of noncompliance with these Standards.
- Q.** Remediate instances of noncompliance with these Standards in a timely fashion.

VI. CONSUMER DATA

- R.** Inquiry Buyers will only use Consumer Data as allowed under applicable law to contact the Consumer with respect to the particular products and services the Consumer has consented to be contacted about..

VII. FAILURE TO COMPLY WITH THESE STANDARDS

- S.** A member who fails to reasonably cooperate with Leads Council in connection with an inquiry relating to its marketing will be subject to potential disciplinary actions up to and including suspension and termination based on severity and intent.
- T.** Members will receive at least ten business days to respond to any inquiry into compliance with these Standards.

VIII. MISCELLANEOUS

- U.** Nothing in these Standards is intended to limit the rights and remedies of any person at law or as a matter of contract.

Appendix A: Definitions

“Consumer”

Means any individual who is searching online (or via call center) for a program, product, or service offered by an Inquiry Buyer.

“Contract”

Means any contract, agreement or arrangement.

“Consumer Data”

Means personally identifiable information and other data submitted by a Consumer in connection with an Inquiry.

“Inquiry”

Means Consumer Data that is submitted via Consumer interaction with a lead form, click or call center.

“Landing Page”

Means a web page created by a Lead Buyer or Seller for Consumer Data collection.

“LeadsCouncil”

Means The LeadsCouncil, a District of Columbia nonprofit corporation.

“Inquiry Buyer”

Is any person, firm, or other entity that obtains Consumer Data in connection with an Inquiry.

“Lead Generation”

Means the marketing activity that generates Consumer interest in a company’s program, product, or service via Inquiry.

“Inquiry Seller”

Means any person who transfers Consumer Data for consideration.

“Personally Identifiable Information” or “PII”

Means the name, address, or other information that identifies a specific individual. PII includes Consumer credit card numbers, checking account numbers, debit account numbers and social security numbers.

“Sensitive Personal Information” or “PI”

Means an (i) end user’s government-issued identification number (including social security and driver’s license number); (ii) financial account, credit card or debit card number, (iii) credit report information; or (iv) health or medical data

“Standards”

Means the conditions, restrictions, processes, and guidelines contained in this document.

Appendix B: Contracting Principles

Contracts between Inquiry Buyers and Sellers should cover the following items:

- A.** Require each party to comply with these Standards.
- B.** Require each party to comply with the laws applicable to it.
- C.** Contracts between Inquiry Buyers and Sellers shall stipulate compliance with all applicable laws, rules and regulations, including but not limited to applicable state licensure laws, the Telephone Consumer Protection Act (TCPA), the Telemarketing Sales Rules (TSR), California Consumer Protection Act (CCPA), the CAN-SPAM Act as well as federal and state Unfair and Deceptive Acts & Practices (UDAP).
- D.** Maintain the confidentiality of each party's confidential information.
- E.** Permit auditing of compliance with these Standards.
- F.** The transfer and storage of Consumer Data shall meet the following Data Privacy & Security. Standards:
 - 1.** Parties shall establish and maintain administrative, physical and technical safeguards to protect consumer data, as well as a comprehensive written information security program describing the same that is based on a recognized industry security standard against which the program can be audited (such as ISO or NIST).
 - 2.** Safeguards shall include: (i) limiting access to consumer data to authorized persons; (ii) implementing authentication and access controls within media, applications, operating systems and equipment; (iii) implementing appropriate physical controls to prevent unauthorized physical access to information assets, IT infrastructure and equipment; (iv) encrypting Sensitive Personal Information; (v) encrypting Sensitive Personal Information transmitted over public or wireless networks; (vi) taking reasonable measures to ensure that consumer data is not stored on any portable removable media; (vii) removing consumer data from any media taken out of service and destroying or securely erasing such media; (viii) providing appropriate privacy and information security training to employees; (ix) maintaining a documented incident response plan and (x) ensuring Sensitive Personal Information conforms to all upcoming California Consumer Protection Act requirements

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Consumer Consent 

Educate Lead Generators • Educate Regulators • Educate Consumers